

LAKE COUNTY PLANNING BOARD
Sept. 11, 2019
Lake County Courthouse, Large Conference Room (Rm 316)
Meeting Minutes

MEMBERS PRESENT: Steve Rosso, John Fleming, Sigurd Jensen, Rick Cothorn, Janet Camel, Abigail Feiler, Brendeon Schoening, David Passieri

STAFF PRESENT: Jacob Feistner, Rob Edington, Tiffani Murphy, Lita Fonda

Steve Rosso called the meeting to order at 6:31 pm.

SP-131 LOT 1 SUBSEQUENT MINOR SUBDIVISION--WHITTAKER (6:31 pm)

Tiffani Murphy presented the staff report. (See attachments to minutes in the Sept. 2019 meeting file for staff report.) She noted that Marc Carstens and Earl Hanneman of Western Montana Land Services were here as agents for the applicants.

Tiffani clarified information described by Steve. When the density variation was approved in December, both houses existed and no development rights were switched from another lot. Regarding buffer and structural setbacks, there were irrigation setbacks and wetland setbacks. In this report they were talking about wetlands, even though those were associated with an irrigation canal. Tiffani highlighted the 2 variances. One was for irrigation and one was for wetland. Just the wetlands had a buffer, not the irrigation. The wetland had both a buffer and a structural setback. The wetland setback involved a structure within that 100 feet, and also existing development, such as the patio area, within the 50-foot buffer. Steve noted future development would have to meet the requirements of the 100-foot structural setback and the 50-foot buffer. Tiffani clarified the variance was for the buffer between the existing structures and the canal, to let the existing development to continue to exist as it had been since the early 2000's. Jacob explained that the buffer plan would preserve the existing buffer and restrict future uses within the buffer. Steve checked that the variance didn't mean the vegetation could be mowed down or removed in the buffer between the existing development and the canal. Tiffani indicated they would approve the plan for how it currently sat. Their buffer plan would have to show how far back the development currently sat from the canal. The preliminary site plan didn't give an exact footage.

Tiffani described that the school bus currently didn't have to go down this far at present time. If children were there at some point, this would be the end of the bus route. Agent Earl Hanneman of Western Montana Land Services referred to the school bus turnaround. They would be happy to accept the easement and the turnaround upon approval of the school district. He thought the road extended farther over to St. Mary's Lane.

Public comment opened: None offered. *Public comment closed.*

Steve had changes for the findings of fact and conditions:

- Pg. 13, item II: Add a sentence to the end: "This subdivision is more dense than advised by appendix C of the Lake County Growth Policy. However, since both proposed lots are

already developed with single-family dwellings, this subdivision will not increase the current density.”

- Pg. 14, item IV.2: Add a sentence: If no future development is allowed within the setback, and a buffer plan is implemented, the canal water quality should be protected for downstream agricultural water users.”

For the variance discussion on pg. 19, Steve was concerned someone might interpret this as having no setback and no buffer requirement where the existing structures were. Jacob suggested adding wording to condition #8. After discussion between Steve and Marc, Jacob revised this:

- Pg. 21, condition #8: Add “The buffer plan will be provided in compliance with section X.DD and will reflect variance approvals allowing the existing structures to remain in their current location.”

Jacob verified that a new buffer plan was required.

Motion made by Rick Cothorn, and seconded by John Fleming, to recommend approval of the variances as stated with corrections. Motion carried, all in favor.

Motion made by Steve Rosso, and seconded by Dave Passieri, to recommend approval of the subdivision proposal with findings of fact and conditions as amended. Motion carried, all in favor.

THIN BLUE LINE MAJOR SUBDIVISION—MC CREADY (7:07 pm)

Rob Edington presented the staff report. (See attachments to minutes in the Sept. 2019 meeting file for staff report.) He gave the following changes and corrections:

- Pg. 26, item AA.1: ‘& &’ was read as ‘& 7’.
- Pg. 31, item 1.g: Strike ‘engineered’.
- Pg. 37, #2, last line: Strike the first ‘X’ in ‘X.X.V’.
- Pg. 38, #6, first line: Change ‘completed’ to ‘contemplated’.
- Pg. 41, #41: Remove ‘from Watson Road’.
- An additional condition [prior to final approval] was recommended: On the face of the plat, a statement shall be included that no facilities with water or sewer are allowed on commercial lots 1, 2 and 3. Jacob noted this would be conditioned to go on the plat. “No structures with sewer or water shall be built on lots 1, 2 and 3” could be a perpetual condition. They didn’t really need to put that in as a perpetual condition if it was on the plat.
- Potentially amend one of the covenants regarding what to do with the draft model of the avigation easement submitted and recommended by Morrison Mairle. There was also an existing avigation easement, so how to deal with that might be one condition. Whether this would be a new or modified condition (condition #4) was a point for discussion.

Steve referred to the 5 conditions Morrison Mairle suggested. Rob mentioned an avigation agreement which was an easement agreement. It was shown on the plat. There was also the model agreement which could amend the existing one that should be filed as well. The points were included in the perpetual conditions, for example conditions #32 through #35. Jacob commented the document had more than that. It included those 5.

Rob pointed to the requirement that irrigation infrastructure was required to be installed prior to final plat per the regulations. It was a bit of a conundrum if those were installed by individual lot owners. This would need to be discussed as well.

In response to questions, Rob clarified that the airport had been contacted and requested that Morrison Mairle [Engineering] provide comment on behalf of the Joint Airport Board. There was currently an aviation easement that the airport recorded in 2003. It was a previous version recorded prior to Walker Commercial subdivision being recorded. It was still in effect and had much of the same language that the proposed aviation easement had. It addressed items such as access to the property for removal of overly high structures, lighting hazards and controlling vegetation as well as access for the airplanes to fly over, make noise and so forth. He thought the contours on attachment 6 for structure heights were based on that. The aviation easement was a 5-page document.

John said he was uncomfortable with the lack of public comment compared to the last time they had an item that involved the airport. Rob described that 18 adjacent neighbors were notified as well as the town of St. Ignatius, and placement in the paper. He talked with Rick Newman, who was the chair of the Lake County Joint Airport Board, whose concern was that they have enough time to have their agent, Morrison Mairle, provide comment. Comment from the Joint Airport Board was a condition.

Rob deferred to the agent for comment on what the 3 commercial lots were about. One consideration might be that commercial might be a better use than a residence within that area. Steve pointed to residences closer to the airport. Rob noted these commercial lots were closest to Airport Road and to the departure end of the runway. The group scrutinized the maps. Earl shared a handout showing the aviation easement. (See attachments to minutes in the Sept. 2019 meeting file for the handout.) Rob pointed out features on this handout and the attachments.

Steve checked that the arcs on the handout were not part of the easement. Marc Carstens clarified that those were part of the review/design criteria for the subdivision. These were derived from a Federal Aviation flyer. He described the 'stadium' bowl from the curved arcs and their methodology and calculations, using the maps. The worry was structures being built in this stadium. Two lots were built right up against the irrigation ditch. If you built 30 feet high, you might pierce the stadium. Most of the subdivision was low enough to avoid this at 30 feet.

David checked that Airport Acres, which was across the way, was on the old aviation easement. Rob thought one may have been assigned and they may have had their own easement, which was strictly applied to this particular parcel. Rob told David the commercial lots could not be residential. That would take a subdivision amendment or to modify their application. They also didn't have water and sewer because it wasn't proposed.

John pointed to efforts to keep development close to where it already was, by advancing the sewer and water systems. This subdivision was on the edge of town yet wasn't using the town water. Rob thought the applicant would need to submit comment. They might need to request to tie on to the town or show that St. Ignatius would deny them. If it was available, his understanding was

that they would have to tie in. It might be that the town couldn't serve them. This would be a question for DEQ (Dept. of Environmental Quality) and the town.

Steve asked about the recommendation at the end of #16 on pg. 13 to allow the modified 'T' turnaround to remain, given the cul-de-sac down the road. Rob clarified that often when infrastructure like this was in place, the applicants wanted to leave it. This was a recommendation, not a requirement in the conditions.

On pg. 17, Steve confirmed with Rob that the initial recommendations for the uses for the commercial lots had evolved. Rob noted it was more that some uses were prohibited, such as places of assembly (churches, schools) rather than a list of permitted uses. Building notification permits were required, and he pointed to condition #6.

Returning to the cul-de-sac, Rob said per condition #18, they had to meet the subdivision regulation requirements, which covered if it was large enough for a garbage truck to turn around.

For the variance requests to reduce setbacks from 150 feet to 50, and vegetative buffers from 100 feet to 50, Rob said they were requesting the whole section of X.dd [to be reduced to 50-foot setbacks]. Steve mentioned that 'where the wetlands inventory is located on the western boundary' was actually on the eastern boundary and Rob agreed.

Steve checked if airport board access to deal with over-height items needed to be in these conditions. Rob explained this was currently a condition of the existing aviation easement, which was included in the conditions.

David asked if there was a sample of the disclosure mentioned in the water rights section in #4, pg. 19. Jacob said there was a standard paragraph [that went on the plat] that the county couldn't guarantee water rights. Steve thought that printing the paragraph on the plat needed to be added to the conditions.

On pg. 23, Dave noted commercial residential lot 1, with 1.9 irrigable acres, was actually only 1.29 gross acres. Steve mentioned another lot, which was 1.05 acres gross. He touched on proposed irrigation turnouts and how the parcel might need to be developed with these turnouts so these would fit, before they were actually available for sale. Jacob pointed to section XZ, which said they would have to design an irrigation plan to show how irrigation water would get to each lot, to be implemented before final plat. That needed to be conditioned.

Agent Earl Hanneman of Western Montana Land Services (formerly known as Carstens) spoke about condition #2 on pg. 37. How could they know the placement and capacity [for the stormwater swales] until the residence was built? Marc identified a section of subdivision regulations that was included in the references at the end of the condition, which specified that stormwater structures had to be installed before filing. Were stormwater swales considered structures? Rob read from subdivision regulations X.K.7 and 6 under drainage facilities. It required the stormwater [facilities] related to roads, pathways and public improvements [to be installed]. He read more, where the timing of installation of stormwater management from homes might happen at a handful of different times. Jacob explained that if you looked at X.K (11) in

context, it wasn't talking about residences but rather natural drainage ways and wetlands. Marc said they could agree with this.

Earl explained that the town of St. Ignatius denied access [to water for the subdivision] due to capacity. When they designed their new system, it wasn't designed big enough to accept more than what they already had. Marc noted the closest lot to town was also the largest. Maybe they could find some capacity and address it. They buffered that in hopes that sometime capacity could be gained and they could pick it up.

Earl said they'd like to change the building pad. He used a large version of the map handout to describe items. (See attachments to minutes in the Sept. 2019 meeting file for handout.) He described how to calculate how high you could have something. Lake County didn't let you build higher than 30 feet. They were suggesting rather than putting in the pads for the houses, that they submit the new map they'd given the board with the negative numbers and this new method, which would give residents who were buying an idea of where they could place [something] and how tall they could go. Building notification also had to be submitted, and you had to comply with most of the things he just mentioned.

On pg. 39 for conditions #21 and #22, Earl asked if either the school bus stop or the mailboxes were considered a congregation of people, which you couldn't have under the flight path. Janet suggested putting them in the NW corner of commercial lot 3. Earl said that was possible. Steve noticed those conditions required a plan, to be negotiated with the school system and the post office, with whom they should bring this up so the plan took this into account. Rick C. asked if part of this was driven by FAA regulations. Marc replied that the aviation requirements and easement listed [that there be] no gathering of people. They didn't want to conflict with that. Earl emphasized they just wanted to know [if these were considered gatherings] so they knew where to put things. Jacob didn't think this board or this staff wanted to interpret those regulations. He would talk to the people who wrote it. David asked if the people who wrote it did so on the basis of FAA guidelines, which didn't exist, or the Airport Compatibility Act, which did exist. Rob said some regulations didn't apply because of the size of the airport. It was based on Montana state law and the compatibility act, which had additional language. It talked about the assembly of people there. He wasn't sure what they meant by assembly of people. The gist was schools, daycares, churches and community centers. Marc was tempted to think that the occasional meeting of people at the mailboxes or the regularly scheduled bus stop might not fit in the definition of gathering.

Marc talked about the buffering between the residential and commercial property. They had contemplated a physical privacy fence of some kind. Typically they liked to use vegetative materials for a buffer but given the proximity of the airport and the constraints with that, they didn't want to do that. They also didn't want to attract birds. Regarding the variance for the buffer and the setbacks from the intermittent stream, Steve asked what that stream looked like. Jacob described a natural vegetative drainage way and typical wetland vegetation that was short. He saw no defined channel and no cattails. Marc mentioned USGS quadrangles did identify it as Map Creek. It had been habitually farmed. It was watered basically by the tailings of the flood irrigation on the property. Steve described the soils as sandy loam and Marc offered a description of spud ground. Steve concluded it drained well.

Marc noted names involved with the subdivision were chosen to honor first responders.

Public comment opened:

Rick Newman was the chair of the Lake County Joint Airport Board, board member for St. Ignatius Airport and business owner in St. Ignatius. He owned the land on the original 80 acres which had the plat for St. Ignatius Airport. He was the one who hired Morrison Mairle, the engineers for all three [Lake County] airports, to look at this. St. Ignatius was not an FAA airport. The FAA rules, regulations [and] AC's were guidelines. That was what they went off of at St. Ignatius Airport. It wouldn't extend 3000 feet or turn into an FAA airport. They went over that in 2014. Regarding public gathering, the Diamond Horseshoe [complex of businesses] was on the end of the Polson Airport, along with Highway 93. You couldn't move the highway. They let the Diamond Horseshoe in years ago. FAA guidelines, rules and regulations had changed. They got federal money to maintain that airport. Due to much of that not being grandfathered, the RPZ, the airspaces on both ends—the approach and depart—on both airports was a big problem. He gave the example of a barn in Ronan. They looked at it with the feds in the past to work around problems, so the barn was lit. The Diamond Horseshoe lighting wasn't pointed up so it wouldn't interfere with approaches. There was still a problem with some of their grants. They had to change the [inaudible] of that runway eventually, which would shorten it for pilots.

Rick N. noted that the St. Ignatius airport had been out there since 1947. It was surrounded by pastureland for decades. Now development was coming in, actually on the end of departure and approach. They wouldn't have FAA-guided GPS low weather approach into that airport. Regardless, aircraft would come in and out. He couldn't guarantee that every pilot would make that runway every time. Emergencies happened: weather, birds and 100 excuses. There were 2 aviation easements on each end. Walker was one of them and Bob Kembel and his wife were another. Bob Kembel was a local aviator. Then there were the owners of the Dinner Bell. A gap existed on the east end with cow pasture. On the west, they wanted to avoid the situation at the Diamond Horseshoe, [such as] having a church or daycare or something that would have a lot of people there at a certain time of day or around the clock. He was glad they weren't putting in water or sewer, and they'd decide to put in something like storage units. There was some common sense to that. He mentioned the Good Old Days marathon, with hundreds of people running up and down the road. It was a very busy road. It was good to ask for clarification.

As far as the airport went, Rick N. commented they weren't going to say a school bus stop couldn't be put in because of the airplanes going over. The bus went up and down the road every day. As far as the airport itself, on those 2 aviation easements up there in the black line, they just wanted to extend those 5 points on that whole field because it was at the end of the airport. It kept someone from putting a large tree there. They worked with the Olmsteads on the other side of the airport with tall trees that needed to be cut back. Bob Kembel put the same thing in a lot of his covenants so people on the other side of Airport Road understood there was an airport there, with planes going in and out. It was a nice, clean little airport. [The airport board] would like that documentation that was in front of [the Planning Board] now, and have [the subdividers] sign that aviation easement to cover that whole tract area. Most of that stuff would never affect it. People freaked out when they saw the verbiage in there. If they used common sense and actually read it,

it didn't really apply to anything. The Airport Board was asking that they use a little common sense on this to avoid problems down the road. Once this was put in, they couldn't undo it.

The airport had been there since the 1940's and this was something new. They wanted to work with expanding the community but they wanted the developers to work with them also. They had to protect some of their rights as aviators coming in and out of there. They didn't want complaints or kids or animals on the runway. They'd like to see a fence on the other side of the [inaudible]. He maintained two fences, the inner perimeter around the runway and the outer perimeter of the rest of the airport property. A fence would keep children and small pets off of the runway. If that canal flowed all the time, it wouldn't be an issue but it lacked water for 6 months out of the year. Drones were another upcoming thing that they didn't talk about 20 years ago. He'd gotten complaints. If it had to do with aviation, his phone rang. The FAA rules and regulations about controlled and uncontrolled airports would be part of the things [the owners] would have to deal with down the road. It would be a good idea to put in verbiage to let them know they were next to an airport and if they took a drone up 400 feet, they would be in the airport airspace and could be subject to fines. Someone might want to talk to the applicants about that, since it could be an issue close to the airport.

Marc said they didn't have a problem mentioning that a small airport was in the near proximity and there were Federal Aviation regulations to be observed. He didn't want to regurgitate it all on [the plat]. As far as the fencing, the property line was on the airport side of the canal. He wasn't sure they wanted to put another fence on the other side of the ditch because they'd eventually get in trouble from FIIP (Flathead Indian Irrigation Project) for the area needed to maintain [the canal]. Rick noted they had the canal road to maintain the ditch. Marc agreed but they also claimed the ditch and they had to put the spilling [inaudible] away someplace. A lot of times they spilled it over a bank.

Marc asked if anything in tonight's proposal would not be in compliance with the aviation easement. Rick N. said they just wanted to extend that verbiage to the south. Putting in ponds or tall trees might bring wildlife or vegetation into the flight path. Marc said their proposal was predicated on not bringing in wildlife into this division. He checked again if anything in tonight's presentation was not compliant with the aviation easement that Rick N. requested. Rick N. explained that they'd like that extended over the whole area. Marc understood. He confirmed that his understanding of the aviation stadium easement was similar to what had been demonstrated. Marc said this would be part of the subdivision. Rick N. emphasized that they would like the 5 points in there. They'd like Jack and Claudia McCready to look at this draft, which was basically the same thing as Kimbel and Walker signed. It brought them in a little further south on the verbiage. Marc said they'd be willing to work with that on the easement. He thought at this point in time, they demonstrated that their proposal lay within the constraints of the easement. They would work with Rick N. on this but they wanted to go forward with what they presented for the subdivision.

[Public comment closed.]

Steve asked if the 'right to farm' ordinance came into play here. Rob pointed to condition #45 on pg. 41. Steve suggested they could have an analogous 'right to fly' statement on the plat too, so

people who bought the lots were aware of the presence of the airport, height limits, wildlife attractants, where kids and pets could play, and so forth. Maybe they could negotiate some brief statement, as suggested, that could go on the plat that could be a 'right to fly' comment there, so this subdivision going in after the existing airport didn't cause a problem down the road. He didn't know when the Polson airport grew to where the Diamond Horseshoe was a problem. Rick N. notes rules and regulations on the airspace had changed.

Rob had one recommendation regarding the right to fly. Some of that language was stated in the draft aviation easement, which was the model easement for airports around the state. Perhaps they could add something to condition #4, to include that prior to or concurrent with filing the final plat, an aviation easement shall be filed and a note shall be placed on the final plat that the property is located adjacent to an airport, and there is an aviation easement, and then reference the document. Steve asked about right to farm. Jacob thought the important thing was to include in a condition that this happened, which was perpetual condition #45 here. There wasn't always a note on the plat. It could be put there but the plat might start getting a little crowded. Steve thought #4 should include its current language on easements, and also the facts that no water facilities are allowed on the commercial lots, a mention of right to farm and a right to fly description. Jacob thought they at least needed to address that lots 1 through 3 didn't have water or sewer and the aviation easement. He clarified that the right to farm didn't always make it on there. Rob confirmed that the aviation easement would be an attachment to the conditions. It might be shown on the plat, and there was a document as well. Steve thought that should do it. If something very brief got added to the plat, that would be great.

Marc said at this moment, he wanted to accept a condition that implemented what they demonstrated in their review. He was hesitant to say that they must do an aviation easement. They would do the things that the aviation easement asked for by way of a supplemental plat. He couldn't say whether the owners would consent to the aviation easement. He pointed out that the chairman of the airport board agreed that their presentation demonstrated they were within the aviation easement requirements. The only thing they hadn't fully embraced was signing the easement. They questioned it because they already covered it and it was part of the subdivision plat, and would always be there. They would bring forward the aviation easement to their client and encourage it to be worked out and signed. Their presentation did cover the points in the aviation easement.

Jacob noted for Steve that the aviation easement appeared in the conditions in #4, to be shown on the plat. Marc detailed that would be the existing aviation easement, to which they adhered and would show. He asked if condition #4 was representative of the proposed aviation easement. Rob said the existing easement was 1.36 acres drawn in the hatch. A document number was also assigned to it. Steve asked if there was a description of what that easement covered, and what could be done in there. Steve and Rob agreed that it didn't contain the 5 items that Morrison Mairle came up with. Rob said it had an abbreviated version, which said it shall remain cleared of any and all assemblies of persons or any building structures gross or objects other than air navigation facilities that will extend above the approach slope and will constitute an obstruction or hazard to the flight of aircraft landing or taking off at the same [inaudible] airport. It went on to define it: the length, slope and width. It also listed the elevations, datum, etcetera so there was a clear definition of the physical space. Then it granted the right to be able to access that area to

remove, raze or destroy any portions of buildings, structures or land that infringed or extended.... That was only in the cross-hatched section. [It covered items] to keep shrubbery, trees, brush, etcetera from extending into that zone, the right to light and mark obstructions to air navigation, the right to prevent assemblies of person within said clear zone and access. Steve summarized that a lot of those things were in there but it was only for that [easement]. It wasn't for the rest of the subdivision.

Steve asked the Board members how they felt about this. He confirmed with Marc that as the developer's agent, he didn't want to commit tonight to enlarge the easement wording for the rest of the subdivision. Marc felt they demonstrated the elements that provided the safeties that had been required by the easement and were willing to make [those elements] part of the subdivision record. Brendeon thought it was covered. Marc mentioned that the client might be willing to sign—he just didn't know. Rob commented there was a state law that allowed for that, which St. Ignatius didn't adopt. There was backing by state law.

Rick N. clarified the 5 points at David's request. These were the 5 points in the documentation. Right now, these were covered in the hatched black areas on those 2 easements, one with Kembel and one with Walker. [The Airport Board] proposed covering the whole division so everybody was on the same plan and knew about the airport. Anybody who bought in there would understand that they're at the approach and departure of an airport. Most of that stuff wouldn't apply. They also needed to take into consideration the down slope of the runway. There was a 34-foot drop from mountainside to town side of that runway, which is why they had the 300-foot overrun of grass. He thought Claudia and Jack might sign this, and it wouldn't be a big issue. He would work with them as long as they would work with [the Airport Board].

Steve noticed only 2 of the 5 items were subdivision-wide. Three specifically mentioned the commercial lots. The first item was the survey, for the building heights. They had that. The second item was the assembly of persons, specifically on the commercial lots. The third was noise-sensitive uses should be discouraged and about sound insulation. The fourth was to prohibit storage of explosives, fuels, fuel systems, no fireworks stands and so forth on the commercial lots. The fifth one was the fencing for the subdivision. He read it. That was in the conditions too. He thought they had this covered in the existing conditions. He thought they could do something to make sure future owners of these lots were noticed. Marc said they would put a statement on the face of the plat that this was in the proximity of the airport.

Steve offered changes to the staff report:

- Pg. 31, #1.g: Delete 'engineered'.
- Pg. 35, #2, 2nd paragraph:
 - 1st line: Change 'If the' to 'If' and 'within the are' to 'within the avigation easement is'.
 - 6th line: Change 'should be' to 'are'.
 - 10th line: Change 'shall be' to 'is'.
- Pg. 37, Variance request, 3rd paragraph, 1st line: Add 'of 150 feet, vegetative buffers of 100 feet' between 'setbacks' and 'and conditions'. Janet asked if sections X.K.10-15 and X.G.2.h spoke of culverts. Rob and Jacob confirmed that one did.

- Pg. 37, #2, last line: Cross out one 'X' in the last line to end up with X.V (mentioned earlier).
- Pg. 37, #4: Change 'XX.DD' to 'X.DD' in 3rd line. Add 'and the fact that no water facilities are allowed on the commercial lots and there will be a statement on the plat concerning the fact that there is an airport in close proximity.' Jacob asked if this would be 'existing' or 'proposed' aviation easements. Steve observed the plural 'easements' in the condition so most of that was covered in here in other places.

David brought up condition #5 on pg. 37. Could the building pads be moved? How did that tie in with building notification applications? Marc referred to the stadium surface and the ground surface. Their thought process was that this [stadium surface] was part of the plat. When it came time for the building notification, the building could be located more precisely on the lot and interpolated with the 2 surfaces to determine that it wouldn't pierce the aviation easement or area. Steve thought that the agents had red text about maximum building height above the runway threshold. Maybe they could add the fact that these numbers didn't necessarily represent the maximum building height on the individual lots because the ground on those lots might be lower. Marc thought this was a good point. It should be broadened to go beyond building to include trees or other physical feature. He agreed that they could expand on that text.

Pg. 37, #5: The group added 'or trees and other features' after 'building heights'.

Rob asked if they needed elevations for every lot. Steve thought [someone] should be able to figure those out from the plat. That was on it. Marc confirmed that was what they tried to demonstrate. He gave more details. Steve thought a data point near the center of each lot might help people. Marc mentioned they could do a number of different things. They could also establish benchmarks.

Pg. 37, #5: Steve replaced 'all building pad elevations and' with 'information so that' and added 'can be calculated' after 'every lot'. Marc said he would probably prefer to do this on its own supplemental plat that they could include as an element of the plat so it was in the J files.

Pg. 38, #6: In the first line, change 'completed' to 'contemplated', as mentioned earlier. In the 3rd line, Janet added 'and the related conditions stated herein' after 'Subdivision Regulations'.

Steve checked about the road surface. Rob replied those would be required to be hard-surfaced.

Pg. 39, #18: Janet deleted 'including a minimum width of 20 feet' since that would not apply to the cul-de-sacs and was confusing.

Pg. 39, #19, 2nd line: Steve changed 'subdivision road and the' to 'subdivision roads and'.

Steve said the subdivision requirements required the infrastructure for irrigation to be installed prior to final plat. Marc explained what the developer wanted to do was to allow each lot owner to provide essentially their own irrigation infrastructure with a small pump and a pipe to their lot. They'd have to get the approval of FIIP. In order to satisfy and be totally legally [inaudible] 5 lots, they could put 5 pumps and get FIIP to review and sign, and leave the pumps sitting out

there. Jacob read from the wording of the subdivision regulations, which includes a statement that all improvements specified in the approved irrigation plan shall be installed prior to final plat filing unless bonded or under an approved subdivision improvements agreement. He asked how they got water from the canal to the lot on west end. Steve said the plan included the easements that went over to the irrigation ditch and the requirement that the landowner provide their own pump and piping. Jacob asked if the subdivider could allow the purchasers to put in their own roads and power and so forth. Marc said it was isolated to the irrigation. Steve asked if the subdivider was planning to provide power along the ditch if the pumps were at the ditch so when these people bought their pump, they could plug it in. Marc thought that as long as you were laying your pipe from the ditch to your lot, you could put a wire beside it. Steve said that was to be interpreted. The subdivider had to meet the requirements, whether or not it was in the conditions. If it was left out, it was subject to interpretation.

David observed that residential lots 5 and 6 were really far from the canal. Steve pointed to the easement between the commercial lots and the other residential lots. Jacob asked if an easement was a delivery system. David answered no. Rob said they would probably have problems crossing the road. Steve mentioned they might need conduit under the road. Marc understood that the plan had been reviewed by FIIP. Jacob confirmed this was in the subdivision regulations. Steve said that would require a variance that hadn't been requested. The subdivision regulations required that the infrastructure be installed. Marc said they would put out 4 pumps, 4 lines and 4 [wires]. Jacob said a condition was needed that they had to install a delivery system, or bond for improvements that hadn't been provided yet. They could expand condition #13.

Pg. 38, #13, Steve and Jacob added a sentence to the end: 'As required in the subdivision regulation [with citing of the regulation section], the components of the delivery system shall be installed or [inaudible] prior to final plat.' David added 'and approved by FIIP.'

Pg. 41, #41: In the 2nd line, 'from Watson Road' was removed, as covered earlier.

Pg. 40, #30, line 2: Janet changed 'the lot' to 'a lot'.

Jacob noted they no longer needed a perpetual condition about no water facilities on the commercial lots.

Janet asked if the water rights disclosure condition would be added for the final plat. Jacob noted that was covered in condition #24. For #47 on pg. 42, Janet added ', excavation shall cease immediately,' after 'parcels' in the first line.

Rob said it was his understanding they weren't going to require the avigation easement over the rest of the subdivision. Steve agreed. They would encourage the developer and the airport board to talk about the best way to implement this. He asked the Board for correction if he was wrong. The conditions in the recommended easement were already included. Marc said they would carry it forward with the developer.

Jacob said the findings of fact referenced the avigation plan provided by Morrison Mairle. They didn't specifically say that it had to be implemented but it was in there. If they weren't going to require it, you'd want to make a statement [about it]. It was on pgs. 33-34, in III.2. Steve

identified 2 issues. One was if the easement could be agreed upon. If the elements from the easement were included in other conditions, then this requirement was met. The section didn't draw a conclusion. Jacob agreed. It did reference it, then left it. Jacob and Steve worked out saying something like, "If the existing avigation easement remains in place at a minimum, and the Airport Board can agree on an expanded easement or the 5 recommended conditions are included in the approval, the effects on local services should be minimal." Steve said it would be in the findings of fact that to better protect public safety, having a more advanced easement agreement would be great.

Motion made by David Passieri, and seconded by John Fleming, to [recommend] approval of the amended variance. Motion carried, 7 in favor (Steve Rosso, John Fleming, Sigurd Jensen, Rick Cothorn, Abigail Feiler, Brendeon Schoening, David Passieri) and one abstention (Janet Camel).

Motion made by Rick Cothorn and seconded by David Passieri, to approve the Planning Board recommendation for this subdivision with the findings of fact and conditions as modified by the Board. Motion carried, 7 in favor (Steve Rosso, John Fleming, Sigurd Jensen, Rick Cothorn, Abigail Feiler, Brendeon Schoening, David Passieri) and one abstention (Janet Camel).

MINUTES (9:35 pm)

May 8, 2019:

Changes from Steve:

- Pg.6, 3rd paragraph, 2nd line: Change 'like to like' to 'like to live'.
- Pg.7, 4th paragraph, 4th line: Change 'cares' to 'cars'.
- Pg. 10, 2nd paragraph, 10th line: Change 'impact that' to 'impact than'.
- Pg. 11, 2nd paragraph, last line: Add 'at' after 'looked'.
- Pg. 12, 3rd paragraph, last line: Add 'the' after 'all of'.

Changes from David:

- Pg. 2, 1st paragraph, last line: change 'slopes' to 'slope'.
- Pg. 4, 1st paragraph, 3rd line: change 'a slope' to 'slopes'.
- Pg. 11, next to last paragraph, 3rd line from the end: Change 'SRT' to 'STR'.

Motion made by Steve Rosso, and seconded by Abigail Feiler, to approve the May 8, 2019 meeting minutes as amended. Motion carried, 5 in favor (Steve Rosso, John Fleming, Sigurd Jensen, Abigail Feiler, David Passieri) and 3 abstentions (Rick Cothorn, Janet Camel, Brendeon Schoening).

June 12, 2019:

Changes from David:

Pg. 2, 3rd paragraph, last two lines: Change 'implied' to 'applied'. Change 'maybe solidified' to 'may solidify'.

Changes from Steve:

Pg.2, 5th paragraph: Add "" after 'deteriorated'.

Pg. 3, 3rd paragraph, last line: Change 'regulations' to 'regulate'.

Pg. 8, 3rd paragraph, middle line: Add 'be' before 'subject'.

Pg. 10, 2nd paragraph, 4th line: Change 'nominator' to 'numerator'.

Motion made by Steve Rosso, and seconded by Rick Cothorn, to approve the June 12, 2019 meeting minutes as changed. Motion carried, 6 in favor (Steve Rosso, John Fleming, Sigurd Jensen, Rick Cothorn, Brendeon Schoening, David Passieri) and 2 abstentions (Janet Camel, Abigail Feiler).

OTHER BUSINESS

None.

Steve Rosso, chair, adjourned the meeting at 9:43 pm.